

1 BILL NO. S-84-11-27

2 SPECIAL ORDINANCE NO. S- 163-84

3 AN ORDINANCE authorizing the City
4 of Fort Wayne to purchase a Cyborg
5 payroll/personnel package and to
enter into an agreement with the
County concerning the use of same.

6 WHEREAS, the City Utilities is in need of a payroll/
7 personnel package for use by the Data Processing Department;

8 WHEREAS, such a purchase need not be bid according to
9 state law, however, Council approval is necessary pursuant to
10 municipal ordinance;

11 WHEREAS, the County desires to use such a system
12 and is willing to reimburse the City for one half of the total
13 cost of the package for such use.

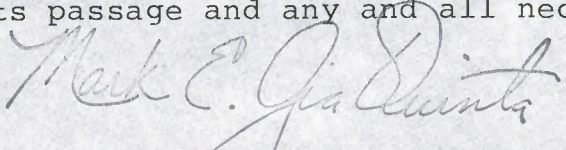
14 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
15 THE CITY OF FORT WAYNE, INDIANA:

16 SECTION 1. Authorization is hereby given to the City
17 and to City Utilities to acquire the Cyborg payroll/personnel
18 package for One Hundred Fifteen Thousand and No/100 Dollars
19 (\$115,000.00) and in that regard, the City is authorized and
20 empowered to execute the annexed agreement regarding said purchase.

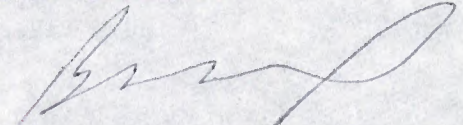
21 SECTION 2. The City is empowered and authorized to
22 enter into the annexed Intergovernmental Purchase and Use Agree-
23 ment with Allen County, Indiana, under which the County would
24 pay to the City one half of the total purchase price of the
25 Cyborg payroll/personnel package.

26 This Ordinance is in conformance with I. C. 36-1-7-12.

27 SECTION 3. That this Ordinance shall be in full force
28 and effect from and after its passage and any and all necessary
29 approval by the Mayor.

30 
Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Line Zante, seconded by Steve, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 11-27-84 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Line Zante, seconded by Steve, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 12-11-84 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-163-84 on the 11th day of December, 1984,

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Ray A. E. Cook
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of December, 1984, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12 day of December, 1984, at the hour of 2:00 o'clock P..M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

NUMBER ONE EAST MAIN STREET, ROOM 940
FORT WAYNE, IN 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

DATA PROCESSING
One Main Street
Fort Wayne IN 46802

Cyborg
2 North Riverside Plaza
21st Floor
Chicago IL 60606

DELIVER TO: DEPARTMENT OR DIVISION

same as above

DATE 11/21/84

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES,
BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND
CORRESPONDENCE.

INVOICE IN DUPLICATE

CIVIL CITY

XX CITY UTILITIES

**APPROPRIATION
AND FUND NUMBER**

CASH DISCOUNT TERMS	% IF PAID WITHIN	DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)		

[illegible]

COMPLIANCE WITH THE
DELIVERY DATE RE-
QUESTED WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

NOTE

**READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER**

THE CONTRACTOR OR VENDOR,
BY ACCEPTING THIS ORDER,
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREE-
MENT ON THE BACK OF THIS OR-
DER

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT IN-
CLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE
FURNISHED WHEN NECESSARY.

INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER
034508-03

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUOTATION
KINDLY RETURN
IT WITH AN EXPLANATION

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE

CITY CONTROLLER

PER

DIRECTOR OF PURCHASES

PER

Cyborg Systems, Inc.

2 NORTH RIVERSIDE PLAZA • 21st FLOOR
CHICAGO, ILLINOIS 60606
(312) 454-1865
TELEX 9102216009

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 19 _____,
by and between CYBORG SYSTEMS, INC. (the lessor, hereinafter referred to as CYBORG), and
City of Fort Wayne
1 Main Street
Ft. Wayne, Indiana 46815

(the lessee, hereinafter referred to as the CUSTOMER).

That, for and in consideration of the mutual agreements and covenants hereinafter contained, the parties hereto agree as follows:

1. The CUSTOMER agrees to acquire and CYBORG agrees to grant to the CUSTOMER the right to use the following named modules which are owned by CYBORG:

PAYROLL / PERSONNEL / ON-LINE

(hereinafter referred to as the CYBORG SYSTEM), subject to the terms and conditions set forth in this agreement for a period of ninety-nine (99) years. The CYBORG SYSTEM consists of the computer programs, and detailed user and technical descriptive manuals with associated system and program documentation. At the end of the ninety-nine (99) year use period, complete ownership rights of the CYBORG SYSTEM will revert to the CUSTOMER.

2. It is understood and agreed between the parties hereto that the price of the CYBORG SYSTEM is \$115,000.00, payable by the CUSTOMER as follows:

- Seventy-five (75%) due upon execution of this agreement.
- Twenty-five (25%) due upon delivery of the documentation and source programs, and a demonstratin with Cyborg test data on the Customer's computer which is a
IBM

3. The CUSTOMER agrees that the CYBORG SYSTEM will be used within the CUSTOMER'S data processing facility, currently located at 1 Main Street Fort Wayne, Indiana 46815

The CUSTOMER shall have the right to relocate its data processing facility and use of the CYBORG SYSTEM at such relocated facility without additional payment to Cyborg if such relocation does not result in an increase in the number of the Customer facilities using the system. The CUSTOMER agrees to pay upon delivery of the CYBORG SYSTEM and documentation in any other facility of the CUSTOMER, fifty percent (50%) of the then current price. This sum does not include installation and maintenance services.

4. The price referred to hereinabove does not include any local or State, sales or use taxes, any assessment of which shall be paid by the CUSTOMER.

5. CYBORG warrants the system to operate as described in its documentation and descriptive literature. The CUSTOMER will receive, at no charge, for a period of 12 months commencing upon the delivery date as stated in Paragraph 2B, all enhancements, tax table changes and corrections to any program problems or documentation errors. In order to maintain the warranty, the CUSTOMER must notify CYBORG, immediately, of any problems or potential problems and make available to CYBORG all written and printed documents to substantiate said problem. CYBORG DOES NOT MAKE ANY EXPRESSED OR IMPLIED WARRANTIES EXCEPT AS SET FORTH IN THIS AGREEMENT.

6. CYBORG shall provide to the CUSTOMER 15 days of on-site installation and training services; provided however, that the said site installation and training services must be used by the customer within twelve months of the date of this agreement. The CUSTOMER shall pay reasonable air travel expenses and the reasonable living expenses of CYBORG PERSONNEL while said personnel are engaged in performing services at the CUSTOMER FACILITY. The customer shall have the right to purchase additional services at CYBORG'S then current rates.

7. The CUSTOMER agrees and understands that CYBORG has expended great expense in creating its system and has a definite proprietary interest therein. The CUSTOMER represents, agrees, covenants and promises that it will not re-sell or sub-lease the CYBORG SYSTEM or updates, changes, improvements or enhancements, or any part thereof, and will hold in the strictest fiduciary confidence all materials of CYBORG including but not limited to, the design

specifications and associated documentations of the CYBORG SYSTEM. The CUSTOMER further acknowledges and agrees that, in the event of a breach or threatened or anticipatory breach by the CUSTOMER of the provisions of this paragraph, that no adequate remedy at law in money or damages will be available to CYBORG that will fairly compensate CYBORG and therefore CYBORG shall be entitled to an injunction against such breach or anticipatory breach. However, no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal remedies in the event of the breach of a provision of this Agreement. The representations and warranties contained in this paragraph shall survive the consummation of this transaction and the delivery of any documents hereunder.

8. Subject to the limitation hereafter stated, CYBORG agrees to indemnify and hold the CUSTOMER harmless against any claims by any third person (and costs in connection with defense thereof) resulting from alleged trade secret, patent, trademark or copyright infringement by the CUSTOMER'S use of the CYBORG SYSTEM in accordance with this Agreement, provided that CYBORG is notified promptly by the CUSTOMER, in writing, of any action or allegation of infringement and provided further that CYBORG shall have sole control of defense of any such action and all negotiations for its settlement or compromise.

9. CYBORG shall not, without the CUSTOMER'S prior written consent, use or disclose to others any of the CUSTOMER'S technical and accounting data or proprietary confidential information acquired by CYBORG from the CUSTOMER or originating in the installation and maintenance services provided hereunder.

10. This Agreement shall not be assignable by the CUSTOMER except together with and as a part of its entire assets, business, and good will as a going concern, and on the condition that upon such assignment the assignee shall expressly assume the CUSTOMER'S obligations hereunder, and shall be subject to all of the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefits of the parties, and their respective successors and assigns.

11. Each paragraph and provision of this Agreement is severable from the entire agreement, and, if one provision is declared invalid, the remaining provisions shall, nevertheless, remain in effect.

12. The parties acknowledge that there is a great difficulty in ascertaining damages under this agreement and it is therefore agreed that the liability of CYBORG to the CUSTOMER for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the total amount billed or billable to the CUSTOMER. It is further agreed expressly between the parties hereto that in no event shall CYBORG be liable for any indirect, special or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising out of, the services provided for in this agreement with the exception of the indemnification expressed in paragraph 8, this paragraph shall supersede any paragraphs of this Agreement which are inconsistent with it as well as any implications to the contrary in any paragraph of this Agreement.

13. The performance by CYBORG of any obligation hereunder shall be excused, if such failure is caused by any event or circumstance beyond CYBORG'S own direct control. If CYBORG should fail to make any delivery provided for herein as a result of any such event or circumstance beyond its own direct control, CYBORG shall have the right to make delivery within a reasonable time after the cause of such delay has been removed, and the CUSTOMER shall be obligated to accept deferred delivery, it being agreed that upon the occurrence of any such circumstance or event beyond CYBORG'S own control, the time for delivery by CYBORG shall be extended by that number of days equal to the number of days of delay attributable to any such circumstance or event beyond CYBORG'S own direct control.

14. This Agreement shall be governed by and construed with the laws of the State of Illinois.

15. This Agreement supersedes all prior Agreements and understandings between the parties and may not be changed or terminated orally; and no change, termination or attempted waiver of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date first above mentioned.

CYBORG SYSTEMS, INC.

By _____

By _____

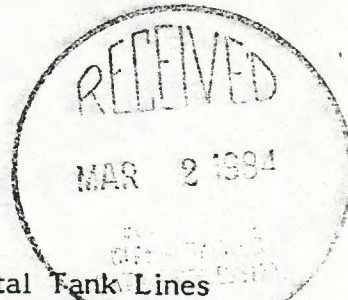
TITLE

TITLE

DATE

DATE

USER REFERENCE LIST



Affiliated Foods
P. O. Box 91910
Lafayette, LA 70509
Cont: Lonnie Thibodeaux
318/837-6633
IBM-4331

Air California
3636 Birch Street
Newport Beach, CA 92660
Cont: Elaine Webber
714/752-7000
HP-3000

Burlington County College
Pemberton-Brown Mills Rd.
Pemberton, NJ 08068
Cont: Al Schwab
609/894-9311 x275
DEC-10

Caterpillar Tractor
100 NE Adams
East Peoria, IL 61629
Cont: Ron Doak
309/675-1000
IBM-3033

Charter Medical
P.O. Box 209
Macon, GA 31298
Cont: Don Olson
912/742-1161
Univac-9060

Cherry Electric Products
3600 West Sunset
Waukegan, IL 60085
Cont: Al Silverstein
312/662-9200
IBM-138

CH2M Hill Inc.
1600 SW Western Blvd.
Corvallis, OR 97330
Cont: Harold Holub
503/752-4271 x107
DEC-10

Coastal Tank Lines
50 N. Cleve-Massillon Road
Akron, OH 44313
Cont: Cal Wilson
216/867-8925
IBM-138

Computer Enterprises
100 Wells Avenue
Newton, MS 02159
Cont: Joe Fabiano
617/969-5102
IBM-4341

Cycare Systems, Inc.
520 Dubuque Bldg.
Dubuque, IA 52001
Cont: Tom Mollaro
319/556-3131 x152
IBM-158 & Honeywell Level 6

DeKalb-Pfizer Genetics
Sycamore Road
DeKalb, IL 60115
Cont: Orrin Merritt
815/758-3461
IBM-145

Delta Drilling
North Broadway
Box 2012
Tyler, TX 75710
Cont: Al Sorge
214/595-7884
H-6420 & IBM-4331

Delta Faucet
55 East 111th Street
Indpls, IN 46280
Cont: Bill Hammel
317/848-1812
IBM-370/145

Diamond Shamrock
1100 Superior Ave.
Cleveland, OH 44114
Cont: Colette Seibert
216/694-5972
IBM-158

Digicon, Inc.
3701 Kirby Drive
Houston, TX 77098
Cont: Bob Hommowon
713/526-5611
HP-3000

Doehler-Jarvis Casting Co.
1945 Smead Avenue
Toledo, OH 43619
Cont: Larry Grindle
419/248-5691
IBM-145

Drivec Computer Service
628 Cedar Lane
Teaneck, NJ 07666
Cont: Richard Jones
201/836-9400
H-6620

DuPage County
421 North County Farm
Wheaton, IL 60187
Cont: Don Zielenga
312/682-7030
IBM-3031

Estee Lauder Inc.
350 South Service Road
Management Info Systems
Melville, NY 11747
Cont: Bill Corso
516/454-7012
IBM-145

EUA Services Corp. (Boston Edison)
110 Mulberry Street
Brockton, MA 02403
Cont: Greg Magner
617/580-1213
H-6620

Financial System Consultants
915 Clinton Street
Fort Wayne, IN 46801
Cont: Gene Summers
219/461-7761
IBM-4341

First Computer Center
332 Minnesota Street
St. Paul, MN 55164
Cont: George King
612/291-5904
IBM-3033/3081

First Wisconsin Nat'l Bank
System Development Staff
777 East Wisconsin Avenue
Milwaukee, WI 53202
Cont: Jim Spreademann
414/765-4537
IBM-3033

Foseco, Inc.
20200 Sheldon Road
Brook Park, OH 44142
Cont: Jerry Truby
216/826-1135
HP-3000

General Host Corporation
7227 North 16th Street
Phoenix, AZ 85020
Cont: Dave Walrath
602/861-1361
H-6620

Grace Petroleum
6501 N. Broadway
Oklahoma City, OK 73116
Cont: Paul Walker
405/840-6792
IBM-4341

Hamilton Bank
1097 Commercial Avenue
Lancaster, PA 17604
Cont: Jeff Youngquist
717/569-8731 x379
IBM-158

Hardee Food System
P.O. Box 1619
Rocky Mount, NC 27801
Cont: Mildred Batchelor
919/977-2000 x2185
IBM-3031

International Flavors & Fragrances
600 State Highway 36
Hazlet, NJ 07730
Cont: Mike Esposito
201/264-4500 x618
IBM-4341

Koomey Inc.
P.O. Box 42808-AA
Houston, TX 77042
Cont: Jim Moore
713/956-0921
HP-3000

Leggett and Platt, Inc.
18th Road
Carthage, MO 64836
Cont: Bill Niere
417/358-8131
IBM-138

Lucky Stores
6300 Clark Avenue
Dublin, CA 94566
Cont: Gary Lytle
415/833-6396
IBM-3031

Mary Hitchcock Memorial Hospital
2 Maynard Street
Hanover, NH 03755
Cont: Carl Begin
603/643-4000

Memphis City Schools
2597 Avery Avenue
Memphis, TN 38112
Cont: Linda Mainord
901/454-5386
IBM-4341

Montreal Trust
One Place Ville Marie
Montreal PQ H3B 4A8 Canada
Cont: Anne Upshall
514/861-1681
IBM-3031

MSI Insurance
2 Pine Tree Drive
Arden Hills, MN 55112
Cont: Bruce Lee
612/631-7199
Univac-9080

Northwest Bancorporation
1200 Northwestern Bank Bldg.
Senior Systems Analyst
Minneapolis, MN 55480
Cont: George Diggles
612/372-8123
IBM-158

Panasonic
Panasonic Way
Secaucus, NJ 07094
Cont: John Rascioppi
201/348-7040
IBM-138

Pfizer Canada
17-300 Trans Canada West
Kirkland PQ H9R 4V2 Canada
Cont: Lou Couillard
514/695-0500
IBM-125

Racine County Data Processing
730 Wisconsin Avenue
Racine, WI 53402
Cont: Jane Sarafin
414/636-3165
H-6420

Reliance Electric
29325 Chagrin Blvd.
Cleveland, OH 44122
Cont: Brian Chorman
216/266-5873
HP-3000

Safeco Title Insurance
13640 Roscoe Blvd.
Panorama City, CA 91409
Cont: Judy Trask
213/781-3650 x409
IBM-158

Stanley Consultants
Stanley Building
Muscatine, IA 52761
Cont: Glenn Reif
319/264-6782
B-5930

Stat Tab
2 N. Riverside Plaza
Chicago, IL 60606
Cont: Bill Cheshier
312/454-8192
IBM-168

Stepan Chemical Co.
Edens & Winnetka
Northfield, IL 60093
Cont: Karen Rzepka
312/446-7500
Univac-9030

Stroh Brewery Co.
One Joseph Campau Drive
Detroit, MI 48232
Cont: Ken Mitchell
313/567-6667
HON-6620

Sverdrup Corporation
600 William Northern
Tullahoma, TN 37388
Cont: Mike Krauth
615/455-6400
VAX-11/780

Tappan Appliance
222 Chambers Road
Mansfield, OH 44901
Cont: Mary Lyons
419/755-2405
IBM-148

Texas-New Mexico Power Company
501 West Sixth Street
Fort Worth, TX 76102
Cont: Allen Pahl
817/335-3311
IBM-4341



Toronto Dominion Bank
Box 1 Toronto Dominion Center
Toronto, Ontario
Canada M5K 1A2
Cont: William Peers
416/866-8924
IBM-3033

TTI Inc.
919 3rd Avenue
22nd Floor
New York, NY 10022
Cont: Scott Kruetz
212/758-1000
IBM

Valeron
750 Stephenson Highway
P.O. Box 3950
Troy, MI 48084
Cont: Dave Karapetian
313/589-1000
Magnuson

Young Radiator Co.
2825 Four Mile Road
Racine, WI 53404
Cont: Jim Charnon
414/639-1010 x205
B-2700

McCormack & Dodge

a company of
The Dun & Bradstreet Corporation

1100 Woodfield Road, Suite 430, Schaumburg, IL 60195
(312) 843-3400

May 16, 1984

Ms. JoAnn Shubert
MIS Manager
City of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802

Dear Ms. Shubert:

Thank you very much for the hospitality you extended me during my visit to Fort Wayne. All of you have been very pleasant to work with.

A number of issues were raised in regard to your needs in the Payroll/Personnel area. Most of the areas we discussed were easily handled with HR:M. Others I had to do further investigation before I could answer them.

The items we discussed that HR:M can handle are:

- Master file with payroll and personnel information
- Unlimited on-line features
- Report Writer (M&D's COMMUNICATOR for user to easily tailor their own reports)
- Report Generator (M&D's standard reports generated according to user designated frequency)
- Interface employer's cost
- Totally on-line system with on-line real-time screen generator
- Flexible labor distribution
- Flexible application of taxes
- Garnishment computation
- YTD deduction totals
- Automatic bond purchasing
- Ability to execute special payrolls
- Computation of retro pay
- Direct deposit
- Workmen's compensation insurance coding
- Automated check reconciliation
- OSHA reporting

- Position control
- Applicant tracking

Some items that were unanswered at our meeting were:

- Q. Can a garnishment be chained so that when one stops the next one starts?
- A. Yes, M&D allows chaining of garnishments as defined by the user.
- Q. Can deductions be prioritized?
- A. Yes, garnishments can be prioritized by deduction number assignment.
- Q. Can a cause number (court order#) be specified for a deduction?
- A. Yes, thru the FACTS DataFile capability of HR:M.
- Q. Can an authorization code be specified before a series of transactions are processed in HR:M but still allow any authorized user to enter transactions?
- A. Thru Millennium Security an authorization password would have to be entered before any transactions were processed through the payroll system.
- Q. Can security be at a level where Allen County and City of Fort Wayne have total independence and access to only their own data?
- A. Millennium Security allows security to the field level which easily accommodates all security needs of any organization.


JoAnn, I feel this answers any outstanding questions you had regarding HR:M.

We would like to formalize our proposal regarding the cost of HR:M. The following items are included in the cost of \$136,000 less the 5% Fixed Asset discount = \$ 129,200:

- Payroll
- Personnel
- Benefits Reporting
- Applicant Flow
- Position Control
- Safety & Health (OSHA)
- On-Line, Real-Time
- On-Line Query

If you have any questions regarding HR:M, please feel free to call me at any time.

Sincerely,



Rick Meldahl
Midwest Representative

McCormack & Dodge

CITY/COUNTY INTERGOVERNMENTAL COOPERATION
DATA PROCESSING SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19__, by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA, and the DATA PROCESSING AGENCY OF ALLEN COUNTY, INDIANA (hereinafter referred to together as "Agency") and the CITY OF FORT WAYNE, INDIANA (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, the Agency owns certain hardware, memory devices, communication devices, and software, all associated with a central data processing operation;

WHEREAS, the Agency has within its employ computer operators and technicians;

WHEREAS, the operations of the City's government and the activities of its utilities require sophisticated and continuous data processing; and

WHEREAS, the parties are desirous of entering into this Agreement, which is, in effect, a service contract;

NOW, THEREFORE, it is agreed as follows:

1. Responsibilities. The Agency hereto agrees to act as a provider of services to the City, as herein defined, and in that regard, the Agency agrees to provide to the City all hardware including memory devices and communication devices located within the confines of the Agency, all software except for packages commonly known as application software, and personnel required to meet the reasonable data processing needs of the City and its utilities as those needs may exist from time to time.

The Agency agrees to take all necessary precautions within reason to prevent loss, alteration, improper or unauthorized access to the City's programs and data. In that regard, adequate security for data files, programs, transactions, and terminal usage will be maintained by the Agency. The City will provide physical security for its terminal locations and be responsible for the

security of sign-on and password codes assigned to its terminals and files. The City will provide the Agency a list of authorized personnel that may request access to terminals, programs, and files at hours other than the normal business hours. On a daily basis the Agency will notify the City of any suspected security breach.

The City is solely responsible for obtaining and maintaining terminal and communication devices compatible to the hardware and software in use by the Agency and required by City departments to have proper on-line access to City automated systems. Furthermore, the City is solely responsible for accuracy and adequacy of the programs and data it transmits for processing or storage and the output it obtains, except in those cases of malfunction of the Agency's equipment or programs or due to the Agency's computer operator's negligence.

The City will provide and maintain adequate and up-to-date documentation required for proper execution by operators of the Agency of any batch processing requested by the City. In that regard, the City will provide necessary training for full understanding of the system procedures by the Agency's operators and adequate documentation for recovery of all data files in the event of hardware or program failure.

The City will ensure that all service requests are delivered to the Agency in time to allow proper scheduling of all necessary resources in order to meet the requested deadline. The City will provide all special forms required and will pick up and deliver all output resulting from service requests. In the event that it is impossible to meet requested deadlines due to late arrival of requests, or hardware or software problems, the City shall instruct the Agency as to the priority in which the processing should take place.

2. Resource Level. As indicated herein, the Agency will provide all necessary data processing services required to meet the needs of the City and the utilities. In that regard, the Agency will provide disk space as requested by the City to fulfill such data processing needs. Furthermore, the Director of the Agency and

the Director of the City's Data Processing shall review no less than once each month the short and long-term plans for hardware and software changes which affect the other in any way. In addition, both parties hereto shall provide to the other a minimum of six (6) months notification in the event of a new system installation or major expansion so that the parties may properly prepare for same. Additional ports for local terminals or remote lines will require sufficient prior notification from the City to the Agency to enable the Agency to obtain all necessary funding and other approvals.

Furthermore, both parties shall provide the following minimum notification for any changes affecting the other party:

- (1) Three (3) months for any hardware change;
- (2) Two (2) months for any software change.

Provided, however, that if any such hardware and/or software change result in additional costs to the Agency that must be paid by the City hereunder, then in such event, a six (6) months written notification is required.

3. Performance Levels. The Agency will make a constant effort to keep on-line response time to a satisfactory level. In that respect, the Agency will make or recommend as appropriate file allocation changes, fine-tuning of systems, and software changes and hardware changes which are economically feasible. The Agency will meet all production deadlines for service requests received early enough to be appropriately scheduled, except where software or hardware failure cause unanticipated delay.

The Agency will make available on a mutually agreed upon frequency batch job accounting listings, reports on system statistics and logs of on-line system downtime.

All agreements regarding day-to-day operations shall be contained in the addendum to the contract provided for by Section 5(e).

The status of the level of service will be reviewed as required by the respective directors.

4. Charges. Total charges accruing to the City shall be a fixed monthly amount. This monthly amount is subject to change, at the discretion of the Agency, provided, however, that the Agency shall give to the City at least six (6) months notification of such changes.

The charge at the beginning of the service period is to be set at a weighted average of the monthly charges for calendar year 1984. The final three (3) months before the Agreement shall count doubly in the average.

The City shall receive a credit against accrued charges owed to the Agency, such credit or credits to be in the same rates as the charges noted above, and such credit or credits to be provided to the City in the event of processing time lost by the City as follows:

- (a) Batch and on-line processing which must be rerun as a result of an error on the part of an Agency computer operator or technical staff;
- (b) Unscheduled downtime of City on-line processing capability, excluding that downtime caused by errors in City application programs; or by hardware failure; or by computer and communication systems on IDACS, NCIC, and NLETS networks over which the Agency has no control;
- (c) Downtime for any reason of the on-line system which exceeds two per cent (2%) of regular prime clock time, prime clock time being defined as 0800 to 1800 hours, Monday through Friday, excluding holidays.

The total charges due from the City to the Agency shall be calculated on a monthly basis, less any applicable credits due the City, and from such calculation, an invoice shall be prepared monthly and presented to the City, which shall pay same to the Agency within thirty (30) days of receipt.

5. Miscellaneous.

- (a) The Technical Advisory Committee shall assist in resolving areas of disagreement between the two parties;
- (b) Members of the MIS Committee, the Allen County Data Board, the Technical Advisory Committee, and the two (2) Directors shall meet at least once every six (6) months to review service level, security, short and long-range plans, and other items as necessary;

- (c) This contract may be altered at any time by mutual consent of all signatories;
- (d) A supplement to this Agreement shall be jointly created and agreed upon by all parties concerned, and shall be updated as necessary to remain consistent with changing expectations; the supplement to cover the day-to-day working relationship among the parties involved.

6. Term. The term of this Agreement, unless otherwise terminated as provided for herein, shall be for a period of five (5) years commencing with the first day of December, 1984 through the thirtieth day of November, 1989.

Notwithstanding anything herein to the contrary, either party hereto may terminate this Agreement upon six (6) months notification to the other party.

Should the City terminate this Agreement prior to giving the six (6) months written notification, as herein required, then in such event the City shall assume sole responsibility for all current and future installments that would fully reimburse the Agency for any penalties incurred as a result of the termination of agreements with vendors for hardware and software.

It is understood and agreed that it is the Agency's responsibility to provide all equipment for the basic provision of services to the City hereunder. If the City desires special and unique equipment to be used solely by the City for its exclusive benefit, then, in such event, the City shall acquire such equipment. If the City intends to acquire such equipment it shall notify the Agency of its intentions and the Agency shall provide physical space for same. In the event this Agreement is terminated, for any reason whatsoever, such items shall be removed by the City from the County's space.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana as entered into by the parties pursuant to I. C. 36-1-7-12.

8. Service Agreement Supplement. The parties have agreed to a Service Agreement Supplement which is attached hereto as a part

hereof as Exhibit A. In the event of a conflict between the terms and conditions of the City/County Intergovernmental Cooperation Data Processing Service Agreement and said Service Agreement Supplement (Exhibit A), the Service Agreement Supplement (Exhibit A) shall control.

CITY OF FORT WAYNE

ATTEST:

BY _____
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS AND SAFETY

BY _____
David J. Kiester, Member

ATTEST:

BY _____
Lawrence D. Consalvos, Member

BY _____
Cosette R. Simon, Member

FORT WAYNE CITY UTILITIES

ATTEST:

BY _____
Cosette R. Simon, Controller

DATA PROCESSING AGENCY OF ALLEN COUNTY

ATTEST:

BY _____
Jack K. Dunifon, President

Gloria J. Goeglein
Secretary

BOARD OF COMMISSIONERS OF THE
COUNTY OF ALLEN

BY _____
Richard M. Regedanz

ATTEST:

BY _____
Richard M. Ellenwood

Gloria J. Goeglein
Auditor

BY _____
Jack R. Worthman

EXHIBIT A
SERVICE AGREEMENT SUPPLEMENT
OPERATIONAL PROCEDURES

A. TAPE LIBRARY

1. The County will provide space in a restricted area for storage of the City's magnetic tapes, including the tape vault.
2. Tapes requiring off-site storage will be stored with County tapes in its off-site facility. The City tape-librarian shall be responsible for placing such tapes in proper carrying cases which will then be transported by County Personnel to and from the storage location.
3. The City shall designate one (or more) person as tape librarian. This person(s) shall be responsible for making available to Operations all tapes required for processing during any given shift. The librarian shall also be responsible for returning all tapes to their proper storage location, for ensuring the vault is properly closed and the restricted area locked. The City's designated person(s) shall be given access to the tape cage or ready access to a key for same.
4. All production jobs using tape files shall utilize DYNAM/T for tape management, unless technical reasons prevent this (such as non-header tapes for microfiche processing).
5. Any tapes being used in batch testing must be properly documented on the standard Test Request Form (see TESTING).

B. ACCESS TO MACHINE ROOM

1. Because of the increasing complexity of the operations function, all access to the machine room should be job related and brief.
2. The following City personnel may have access to the machine room at any time to carry out assigned functions:
 - . Operations Manager
 - . Tape Librarian(s)
 - . Designated Shift Operator

These personnel shall be given access to the machine room at all times.

3. All other personnel should request permission from the County operator on duty (normally through the receptionist).
4. Only the County operator is to operate equipment in the machine room, including terminals, unless assistance is requested by that operator.

C. PRODUCTION PROCESSING

1. Jobs requiring tape processing should be scheduled as far in advance as possible. Jobs not run on schedule may have to be rescheduled pending tape requirements at that time, and priorities and deadlines of other jobs.
2. Unanticipated job requests will be processed as soon as scheduling of partitions and hardware permit. The City will need to indicate any change in priority for jobs waiting for tape access.
3. The City may appeal to the County Director of Data Processing in emergency situations that they feel warrant overall schedule revision.
4. When all processing is being done on a single CPU, only necessary processing should be done. Compiles and testing should be on an emergency basis only.
5. Unauthorized access to any database or library through the use of EASYTRIEVE, DITTO, or any other software is to result in immediate and appropriate disciplinary action. Policies established by the law Enforcement Policy Committee are to be strictly adhered to. Appropriate disciplinary action is defined as follows:
 - (a) Immediate dismissal where confidentiality is dictated by statute or State/Federal regulations, or where files have been purposely altered;
 - (b) A one-week suspension without pay if file access is not restricted as in (a) above and where no file has been altered.

D. TESTING

1. In general, neither batch nor on-line testing is to interfere with production processing.
2. Requests for batch tests requiring tape processing must be submitted on the standard TEST REQUEST form. Tapes required should accompany the request form.

E. MAINTENANCE CALLS

1. In general, City personnel will initiate requests to vendors for hardware maintenance. If the failure of a device has system implications, the County operator should be notified.
2. In the absence of City personnel during off-hours, the County operator may request maintenance on City hardware if:
 - . The service required is covered by contract, and
 - . The period of time in which the service is performed is covered by the contract.

Otherwise, an attempt will be made to contact City personnel at home.

F. PROBLEM/CHANGE CONTROL

1. Standard Problem/Change Control forms will be used by both the City and County to communicate with each other and to ensure the tracking of each event to completion.
2. Within 24 hours, the situation should be resolved or an indication given to the originating agency of the steps being taken.

G. SOFTWARE FIXES/RELEASES

1. Plans to apply fixes or new releases of software which might affect the other party are to be shared with that party in writing prior to implementation.
2. Such plans should include implementation schedule, a list of any resulting procedural changes, and procedures for recovery in case of major problems.

H. DOWNTIME

1. Scheduled
 - a. Planned downtime which shall affect any City user shall be jointly scheduled by the County Manager of Operations and a person to be designated by the City.
 - b. The Director of each agency shall be notified of those plans.
2. Unscheduled
 - a. The first operator to become aware of a "down" situation involving a system used by City departments shall notify the operator in the other agency immediately.

- b. If system restoration will take longer than 30 minutes, subsequent notification on problems and progress is to be made.
- c. The City shall be notified at least 15 minutes prior to downtime when a system affecting a City user must be shut down for applying emergency fixes just received.
- d. In addition to other credits for unscheduled downtime, the City shall receive credits totaling \$350.00 per hour (or a portion thereof) for excessive downtime. Excessive downtime shall be defined as downtime exceeding two percent (2%) of total availability per calendar month (more than 14 hours for a month). In the event that the Agency employs a batch machine, excessive downtime for same shall be downtime exceeding five percent (5%) of total availability per calendar month. In addition, all downtime in any normal City CICS partition, excluding "tests," shall be considered machine downtime. Commencing February 1, 1985 and thereafter, "tests" shall also be considered towards machine downtime.

No unscheduled downtime occurring from City action, as referenced in Paragraph 4(b) of the Data Processing Service Agreement, or downtime caused by acts of God, shall be counted as downtime for purposes of this paragraph.

I. REPORTS

- 1. The County will furnish the City with the following reports:
 - a. Job accounting on a monthly basis;
 - b. CICS tables changes, excluding security tables of sign-on and passwords information;
 - c. System availability statistics for all CICS systems except for specific application files which might have been taken down without the knowledge of the County.

J. MEETINGS

- 1. Regular meetings of County and City Data Processing administrative staff shall be held.

K. RESPONSE TIME

- 1. The objectives of County D.P. administration, where application program complexity and number of terminals on a single

line permit, is to maintain a two-second or less response time for "local" terminals, and a five-second or less response time for "remote" terminals.

2. In general, a response time above five seconds for local terminals and eight seconds for remote terminals is unsatisfactory.
3. Until some of the on-line load is moved to the 2nd CPU, the response time on TEST-CICS will be slower, particularly when the POWER QUEUE FILES are being accessed.
4. Continued failure by the County to meet response time objectives, if documented by the City and unaddressed over a six month period, shall constitute grounds for immediate termination of the Agreement without City liability.

L. RESERVE PORTS

1. The County shall maintain at least two (2) unassigned 3274 ports to handle unexpected terminal requirements.

M. LAW ENFORCEMENT

1. To insure that Law Enforcement policies are strictly adhered to, any program that accesses the Law Enforcement Data Base must be reviewed by the County Law Enforcement Project Leader. This includes both new and modified programs.

N. SYSTEM CONTROL

1. As any changes are made to CICS tables, the Agency shall provide to the City a "hard copy" of such changes by 8:00 A.M. following the day of change.
2. The City shall have a VSE/SP console in the Utility Operations area.
3. The Agency shall use its best efforts to insure a maximum ten (10) second response time on the City's RJE line.

O. DATA BOARD

1. The Board of Commissioners of the County of Allen agrees to appoint, during the term of this Agreement, the City Controller and one other person from the Common Council of the City, as designated by the City, to the Allen County Data Board. These appointees shall be entitled to act only with respect to matters that affect the City.

P. SYSTEM UPGRADE

1. The Agency agrees to upgrade its current system as discussed by the City and the Agency. If this does not occur by March 31, 1985, then the City may terminate the Agreement upon ten (10) days written notice to the Agency and the City shall have no further liability to the Agency, provided, however, the City shall have responsibility for its equipment as referenced in Paragraph 6 of the Data Processing Service Agreement.

BILL NO. S-84-11-27

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE authorizing the City of Fort Wayne to purchase a Cyborg
payroll/personnel package and to enter into an agreement with the
County concerning the use of same

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

Mark E. Giaquinta

JAMES S. STIER, VICE CHAIRMAN

James S. Stier

JANET G. BRADBURY

Janet G. Bradbury

THOMAS C. HENRY

Thomas C. Henry

DONALD J. SCHMIDT

Donald J. Schmidt

CONCURRED IN 12-11-84
SANDRA E. KENNEDY, CITY CLERK

DIGEST SHEETTITLE OF ORDINANCE SPECIAL

J-84-11-27

DEPARTMENT REQUESTING ORDINANCE PURCHASING

SYNOPSIS OF ORDINANCE An ordinance approving the awarding of the contract with respect to the purchase of Cyborg Payroll/Personnel package for the Data Processing Department of the City of Fort Wayne, Indiana.

EFFECT OF PASSAGE The purchase of package will enable us to comply with State and Federal Tax Regulations; handle future flexible benefit packages, i.e. cafeteria packages, deferred income, and variety of insurance options; County has agreed to share cost equally.

EFFECT OF NON-PASSAGE Without purchase of said package we CANNOT comply with State and Federal Tax Regulations; cannot offer above flexible benefits; and the County will not share cost equally unless the above system is purchased.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cyborg Systems, Inc.

- \$115,000.00

ASSIGNED TO COMMITTEE (President) _____